

SULLIVAN & WORCESTER
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WASHINGTON, D. C. 20036

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REGISTRATION NO. FILED 1400

January 12, 1988

JAN 14 1988 - 8 59 AM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

No. 8-014A010
Date JAN 14 1988
Fee \$ 10.00

Attention: Mildred Lee

ICC Washington, D. C.

Dear Ms. Lee:

Enclosed for filing recordation with the Commission is a copy and one counterpart of the document described below to be recorded pursuant to Section 11303 of the Interstate Commerce Act, 49 U.S.C. §11303.

This document is a LEASE, dated November 1, 1982, between Evans Railcar Leasing Company, on the one hand, and the Oklahoma, Kansas & Texas Railroad Company, on the other.

The names and addresses of the parties to this document are as follows:

Lessor	Lessee
Evans Railcar Leasing Company 2550 Golf Road Rolling Meadows, Illinois 60008	Oklahoma, Kansas, and Texas Railroad Company 420 Gimblin Road St. Louis, MO 63147

The equipment covered by this document is Three hundred-fifty (350) covered hopper cars bearing markings OKKT 3000-3497

This document should be indexed as:


Lease dated November 1, 1982 between Evans Railcar Leasing Company (Lessor) and the Oklahoma, Kansas and Texas Railroad Company (Lessee).

100 OF 1
JAN 14 8 34 AM '88
MOTOR CARRIER UNIT

Interstate Commerce Commission
ATTN: Mildred Lee
Page 2
January 12, 1988

A check in the amount of \$10 is enclosed for the requisite filing fee as required by 49 CFR §1177.3.

Very truly yours,


Robert L. Calhoun
Attorney for Louis Dreyfus
Corporation

RLC:bc

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Robert L. Calhoun
Sullivan & Worcester
1025 Connecticut Ave. N.W.
Washington, D.C. 20036

Dear
Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 1/14/88 at 8:35AM & 8:40AM, and assigned re-
cordation number(s).

6804-B & C, 15467, 15467-A & B, 15468, 15468-A & B
15469 & 15469-A, 15480, 15470-A, 15471 & 15471-A & B
15742 & 15472-A

Narta L. McEue

Secretary

Enclosure(s)

Oklahoma
Kansas
Texas

Lot # 2001-06

LEASE

13504705
RECORDATION NO. 15470
JAN 14 1988 8 29 AM
Filed 1428

AGREEMENT made and entered into this 1st day November, 1982 of between

EVANS RAILCAR LEASING COMPANY
an Illinois corporation (hereinafter called "Evans")

and

OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY
(hereinafter called "Lessee")

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and hereby lease from Evans that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in the applicable Schedules of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date specified in the applicable Schedules and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. Evans shall deliver Cars f.o.t., at the delivery point specified in the Schedule covering such Cars and from and after such delivery, if any action by Lessee either oral or written cause cars to be routed in such a manner as to incur transportation cost; Lessee shall pay all costs and expenses on account of transportation or movement of the Cars to and from any place and for any reason whatsoever, except when Evans may require Lessee to deliver Cars to a place designated by Evans for the performance of maintenance or repairs on the Cars; Evans will pay all freight expenses.

2. Rental. It is intended that the rental payable by Lessee to Evans under this Lease shall be paid from the car hire payments including but not limited to the mileage charges, straight car hire charges and incentive car hire charges (if any) payable to Lessee on account of the cars while and only if the cars are offline. Rental per car shall be at the percentages specified in the applicable Schedules. Payments shall be monthly within ninety (90) days after the month the car hire is earned.

3. Acceptance of Cars. Within three (3) days after Evans shall give Lessee notice that some or all Cars covered by a Schedule are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee. It is agreed between Evans and the Lessee that Cars presently in the possession of the Lessee as of the effective date of this Lease shall be conclusively deemed delivered to and accepted by Lessee.

4. Records. Lessee shall keep records of and monitor the use and movements of all Cars and shall provide to Evans all information and copies of all records and reports, pertaining to the Cars received by Lessee or available to it. Evans shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Lessee shall cooperate with and assist Evans in any such audit or verification. Lessee will take all appropriate action to record and register the Cars as necessary.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, but within the continental limits of the United States of America except for incidental use within Canada or Mexico. Except for the lettering to be placed on the Cars by Evans prior to delivery indicating the interest of Lessee, Evans and any assignee or mortgagee of Evans as permitted in Paragraph 11 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Evans. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with the other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.

6. Repair Work. Except as otherwise provided herein, Evans shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense perform or cause to be performed all Repair Work required by reason of the negligence of Lessee or an affiliate of Lessee. Evans shall have a duty to promptly perform Repair Work for which it is responsible, but such obligation shall not commence until Evans is informed of the need

for such Repair Work. Evans may require Lessee to return Cars for preventive maintenance or Repair Work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind.

7. Casualty Cars. Except as noted to the contrary Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair and shall within thirty (30) days after the occurrence of any such event, pay to Evans the amount provided in the applicable Casualty Car Schedule attached to and made a part of this agreement. With respect to cars subject to a "TBT Agreement" (cars listed in Schedule 1 and any cars hereafter added to this lease for which tax benefits have been sold pursuant to a "TBT Agreement"), Evans shall bear the risk of and be responsible for any such car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car"), except with respect to any such Car which is lost, stolen, destroyed or damaged on the lines of Lessee. All Cars which become Casualty Cars as defined in the previous sentence while off Lessee's line shall be valued for settlement in the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to Evans and Lessee shall cooperate with Evans in the prosecution and collection of all claims therefor.

8. Indemnities. Evans agrees to indemnify Lessee and hold it harmless from any loss, expense or liability which Lessee may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession, or operation of the Cars while subject to this Lease, excepting only any such loss, expense or liability which arises from Lessee's negligence or which arise as a result of the operation of the Cars on Lessee's lines and Lessee shall indemnify Evans for such loss, expense or liability. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

9. Taxes. Evans shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars except that Lessee shall be liable for and pay such taxes when the Cars bear reporting marks other than Evans'. Lessee shall be liable at all times for and shall pay or reimburse Evans for payment of (i) all Federal, State or Local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. Notwithstanding (ii) above, it is further understood that if any of the cars are used in Mexico during the term of this Lease, any tax assessed

by that country and/or any governmental subdivision therefor as a tax on the per diem earned while the cars are in Mexico shall be borne by Evans and Lessee in the same proportion as the offline per diem earnings are shared by Evans and Lessee.

10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. Except as provided in Schedule 6, in the event of a default or breach by either party, the other party may elect to terminate this Lease with respect to less than all of the cars. In the event that the rental payable to Evans during any quarter averages less than the minimum specified in the applicable Schedules, then Evans may at its option upon thirty (30) days notice terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto, provided however, that prior to such termination by Evans, Lessee shall have the option of paying an amount equal to the difference between the amount Evans actually received during said calendar quarter and the minimum rental specified in the applicable Schedule. In the event that the minimum earnings on the Cars during any quarter, average less than the minimum earnings specified in the applicable Schedule, Lessee may at its option upon thirty (30) days notice to Evans terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto. Lessee shall at the termination of the Lease with respect to any Cars return such Cars to Evans in the same condition (except to Casualty Cars) in which the Cars were furnished and maintained by Evans during the term hereof, ordinary wear and tear excepted. This Lease may be terminated as to all Cars or as to any group of Cars covered by a Schedule without termination of the Lease as to Cars covered by any other Schedule. From and after termination of this Lease with respect to any Car and until its return to Evans all amounts earned by such Car shall be paid to Evans as additional rental for use of the Cars during the term hereof.

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans.

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Evans agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other such disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Evans.

If Evans shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Evans shall fail to make any payment required hereunder within five (5) days after same shall have become due or shall breach any representation or warranty contained herein or shall default or fail for a period of ten (10) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Evans under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Evans or their property, or Lessee or Evans shall make a general assignment for the benefit of creditors, then and in any of said events Evans or Lessee, as the case may be, may in addition to all other rights and remedies provided in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of Cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of Lessee's or Evans' default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Evans' default hereunder shall survive the termination of the Lease and the retaking of the Cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Evans to keep and maintain the Cars in good working order and repair.

"Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time be the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

"Offline Earnings" - shall be defined as those car hire earnings generated while cars are off the MKT/OKT system.

"TBT Agreement" - shall be for any agreement which transfers its investment tax credit and/or accelerated depreciation on any cars to a third party irrespective of the actual ownership of the equipment.

14. Representations. Lessee and Evans respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder.
- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its term.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgement order or regulation, or any indenture or agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Evans or its assignee or mortgagee in the United States of America.

Upon request of Evans or its assignee or mortgagee at any time or times, Lessee shall deliver to Evans an opinion of its counsel addressed to Evans or its assignee or mortgagee, in form and substance satisfactory to Evans or its assignee or mortgagee, which opinion shall confirm the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid addressed to:

Evans at: East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Lessee at:

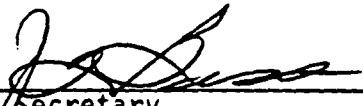
or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Evans' title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Evans to confirm Evans' interest in the Cars as Lessor and that Lessee has no interest in the Cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars.
- (e) During the continuance of this Lease, Evans shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or time wherever the Cars may be. Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans two (2) copies of an accurate inventory of all Cars in service.

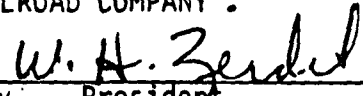
IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease
as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

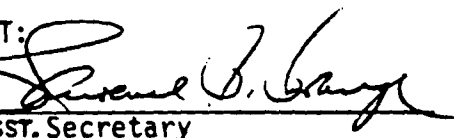
By: 
Secretary

OKLAHOMA, KANSAS & TEXAS
RAILROAD COMPANY .

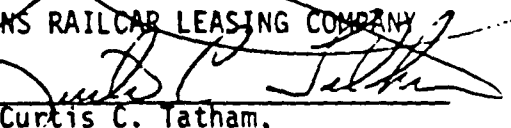
By: 
Vice President

(CORPORATE SEAL)

ATTEST:

By: 
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: 
Curtis C. Tatham,
Senior Vice President
Marketing

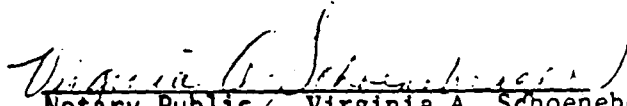
STATE OF ILLINOIS
COUNTY OF COOK

On this _____ day of _____, 19 __, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ President of EVANS RAILCAR LEASING COMPANY, and _____ personally known to me to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF TEXAS
COUNTY OF DALLAS

On this 23rd day of December, 19 82, before me personally appeared W. H. Zeidel, to me personally known, who being by me duly sworn, says that he is Vice President of Oklahoma, Kansas and Texas Railroad Company, and J. T. Bass personally known to me to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public, Virginia A. Schoeneberger
in and for the State of Texas.

My Commission expires March 24, 1986.

EXHIBIT A

Schedule 1 to Lease dated November 1, 1982, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

CERTIFICATE OF ACCEPTANCE

Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts _____ (____) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY
OWNER AND LESSOR

Title to this Car subject to documents recorded
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

Lessee

EVANS' LOT NO. 2001-08

SCHEDULE 6

Page 1 of Schedule 6 dated November 1, 1982 to Lease dated November 1, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 4780 c.f. 100-ton Covered Hoppers

NUMBER OF CARS:

350

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non Corrosive Commodities

REPORTING MARKS AND NUMBERS:

OKKT 3000 - 3349

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest interchange point on the OKKT

Page 2 of Schedule 6 dated November 1, 1982 to Lease dated November 1, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

LEASE TERM: 41 months beginning December 1, 1982 through April 30, 1986.

MONTHLY RENTAL: 40% of offline earnings for the first 17 months.
50% of offline earnings for the next 24 months.

MINIMUM RENTAL: There will be no minimum rental guaranteed the first 17 months. Rental of \$250 per car per month guaranteed for the 18th through 29th months and \$300 per car per month for the 30th through 41st months. The minimum rentals calculated will be based on fiscal quarterly averages, fiscal year beginning May 1. Any excesses earned will be carried forward and used in the calculation of average earnings of subsequent quarters.

OPTIONS: At the end of the initial 36 month lease term, Lessee has the option to convert this per diem agreement to a standard maintenance lease agreement at a rental rate of \$425 per car per month for one (1) year. Lessee shall also have the option to extend this one year agreement for an additional year upon thirty (30) days written notification to Evans for two successive years.

SPECIAL TERMS: There shall be no minimum rental specified for the cars described in this Schedule which would give Evans the right to terminate this lease agreement. All other privileges of termination as stated in Paragraph 10 of this Lease shall apply.

(CORPORATE SEAL)

ATTEST:

By: 

Secretary

OKLAHOMA, KANSAS & TEXAS RAILROAD
COMPANY

By: 

President

(CORPORATE SEAL)

ATTEST:

By: 

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: 

Curtis C. Tatham,
Senior Vice President Marketing

CASUALTY CAR SCHEDULE

CASUALTY OR DESTROYED CAR VALUE

<u>For Cars on:</u>	<u>1st 12 Months</u>	<u>2nd 12 Months</u>	<u>3rd 12 Months</u>	<u>4th 12 Months</u>	<u>5th 12 Months</u>
Schedule #1	\$38,019	\$36,708	\$35,397	\$34,086	\$32,775
Schedule #2	\$36,540	\$35,235	\$33,930	\$32,625	\$31,320
Schedule #3	\$22,680	\$22,050	\$21,105	\$20,160	\$19,125
Schedule #4	\$37,845	\$36,540	\$35,235	\$33,930	\$32,625
Schedule #5	\$32,370	\$31,125	\$29,880	\$29,050	\$27,805
Schedule #6	\$35,235	\$33,930	\$32,625	\$31,320	\$30,015

FIRST AMENDMENT DATED APRIL 26, 1984

FIRST AMENDMENT to that certain Railroad Car Lease Agreement dated November 1, 1982 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("OKT") as Lessee.

W I T N E S S E T H:

WHEREAS, Evans and OKT entered into the Lease as a aforesaid and thereafter executed Schedule 6 thereto dated November 1, 1982 whereunder OKT agreed to lease Three Hundred and Fifty (350) used 4780 c.f. 100-ton covered hoppers ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend the Lease as it pertains to Schedule 6 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The minimum rental shall be changed to read:

"No minimum rental shall be guaranteed by Lessee during the forty-one (41) months of this lease agreement. However, if per diem earnings average below \$250 per car per month for months 18 through 29 and \$300 per car per month for the months 30 through 41, Evans may, at its option upon sixty (60) days prior written notice to OKT, cancel this lease as to any or all of the Cars covered under this Schedule 6 to allow the average earnings to reach this minimum. OKT shall, upon notification of cancellation by Evans, have the option within that sixty (60) day notification period to reimburse Evans any monies due to reach the minimum earnings and keep all of the Cars active on lease. The minimum rentals calculated pursuant hereto will be based upon fiscal quarterly averages, each fiscal year to begin May 1. Any excesses earned will be carried forward and used in the calculation of average earnings of subsequent quarters."

2. All other terms and conditions shall remain the same as agreed to in the Lease dated November 1, 1982 and Schedule 6 dated November 1, 1982.

IN WITNESS WHEREOF, Evans and OKT have entered into this First Amendment as of this 26th day of April, 1984.

WITNESS:

OKLAHOMA, KANSAS & TEXAS RAILROAD
COMPANY

By: Peggy Fleming

By: Thomas H. Towel
Vice President

(CORPORATE SEAL)

ATTEST:
By: Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY
By: Curtis C. Tatham
Senior Vice President Marketing

SECOND AMENDMENT dated November 6, 1984

SECOND AMENDMENT to that certain Railroad Car Lease Agreement dated November 1, 1982 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD CO. ("OKT"), as Lessee.

W I T N E S S E T H:

WHEREAS, Evans and OKT entered into the Lease as aforesaid and thereafter executed Schedule 6 thereto dated November 1, 1982 whereunder OKT agreed to lease three-hundred fifty (350) used 4780 c.f. 100-ton covered hoppers ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend the Lease as it pertains to Schedule 6 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The monthly rental shall be changed to sixty percent (60%) of off line earnings to the account of Evans, effective November 1, 1984.
2. All other terms and conditions shall remain the same as agreed to in the Lease dated November 1, 1982 and Schedule 6 dated November 1, 1982.

IN WITNESS WHEREOF, Evans and OKT have entered into this Second Amendment this 6th day of November, 1984.

(CORPORATE SEAL)

ATTEST:

By: 

Secretary

OKLAHOMA, KANSAS & TEXAS RAILROAD CO.

By: 

Vice President

(CORPORATE SEAL)

ATTEST:

By: 

Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: 

Curtis C. Tatham
Senior Vice President Marketing

THIRD AMENDMENT DATED May 29, 1985

THIRD AMENDMENT dated as of May 29, 1985 to Schedule 6 dated November 1, 1982 ("Schedule 6") of that certain Railroad Car Lease Agreement dated November 1, 1982 ("Lease") and amended by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY, as Lessee ("OKT").

W I T N E S S E T H:

WHEREAS, pursuant to the Lease and Schedule 6, OKT currently leases three-hundred fifty (350) used 4780 c.f. 100-ton covered hoppers ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend Schedule 6 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The term of the Schedule shall be extended for two (2) years commencing April 30, 1986 ("Extended Term").
2. The monthly rental for the Extended Term shall be sixty percent (60%) of off-line earnings to the account of Evans during the first year, effective 4-30-86, and sixty-five percent (65%) of off-line earnings to the account of Evans during the second year, effective 4-30-87.

Except to the extent hereby or heretofore modified or amended, the terms and conditions of Schedule 6 and of the Lease and amendments shall remain unchanged.

IN WITNESS WHEREOF, Evans and OKT have entered into this Third Amendment this 29th day of May, 1985.

(CORPORATE SEAL)

ATTEST:

By: _____
Secretary

OKLAHOMA, KANSAS & TEXAS
RAILROAD COMPANY

By: Thomas D. Zuch
Vice President - Operations

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: William M. Sheehan
Vice President Marketing

STATE OF TEXAS
COUNTY OF GRAYSON

On this day, June 10, 1985, personally appeared before me T. G. Todd,
Vice President-Operations, Missouri-Kansas-Texas Railroad Company, who
states that the foregoing was executed by him for the purposes and
considerations therein expressed.


Notary Public

My commission expires 4/27/88.